

Intellectual Property and Technology Related Causes

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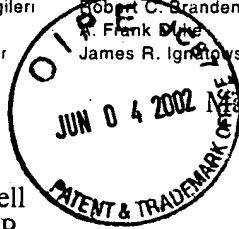
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Thomas W. Cunningham
John S. LeRoy
Anessa Owen Kramer
Jeremy J. Curcuri
Matthew R. Mowers
Matthew M. Jakubowski
Marc Lorelli
Marc F. Malooley

Registered Patent Agents

Mark D. Chuey, Ph.D.
Stephanie M. Mansfield, Ph.D.
John D. Russell, Ph.D.
Robert C. Jones

*Admitted in DC & MD



Mr. Joseph W. Hammell
Dorsey & Whitney LLP
Pillsbury Center South
220 South Sixth Street
Minneapolis, MN 55402-1498

Via Facsimile: (612) 340-2777

**Re: U.S. Patent Application for:
Storage Technology Corporation
Invention Disclosure No.: 2001-028-NSC
Our File No.: STK 01028 PUS**

Dear Mr. Hammell:

I am writing in response to your February 6, 2002 letter concerning the above-identified patent application.

First, your contention that we have ignored Mr. Kuik's concern about working with StorageTek personnel or its attorneys is simply incorrect. As indicated in my December 27, 2001 letter, to address that concern, StorageTek has proposed that Mr. Kuik retain counsel to act as his representative and, indeed, is willing to help pay for such representation. Your suggestion that there is "some plan to try to use [Mr. Kuik's] assistance on this patent application for some advantage in litigation" is baseless, and such accusations are not useful in resolving this matter.

Second, your condition placed on Mr. Kuik's cooperation is ambiguous. If that condition is such that StorageTek must agree not to enforce any patent that may issue from this application against Mr. Kuik or Cisco, *i.e.*, a covenant not to sue, or a paid-up license, then it is unacceptable. If, however, that condition is merely that StorageTek agrees not to use certain communications from Mr. Kuik concerning this application against him or Cisco, then we may be able to work out an agreement. We would appreciate your clarification in this regard.

StorageTek has repeatedly attempted to address Mr. Kuik's concerns in this matter, and remains hopeful that he will cooperate. As before, we would once again appreciate your confirmation that this information has been communicated to Mr. Kuik. We look forward to hearing from Mr. Kuik no later than March 22, 2002. If we do not hear from him by that time, we will assume that he has refused to sign the declaration and assignment, and will take those steps necessary to pursue the application in the absence of his cooperation.

Very truly yours,

BROOKS & KUSHMAN P.C.

Jeffrey M. Szuma

